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**SUPPLEMENTAL MATERIAL**  
**JANUARY 14, 2004**  
**CITY COMMISSION MEETING**

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**SUPPLEMENTAL MATERIAL**

**C7 - Resolutions**

- C7D A Resolution In Connection With The Finding And Declaration Of The Existence Of An Emergency For Parking, Approving And Allowing The Police Athletic League (PAL), A Not-For-Profit Entity, To Utilize The Public Swale Area, Located At Dade Boulevard And Prairie Avenue, Adjacent To Miami Beach Senior High School, For A Fund Raising Event To Operate A Food Concession Stand, From February 12-17, 2004, During The Miami International Boat Show; Further Providing That The Dade Boulevard Swale Be Utilized By PAL Subject To The Following Conditions: (1) That 100% Of The Profits Generated From This Fundraiser Be Returned To PAL For Its Exclusive Use; (2) That The Subject Permission Is Granted Without Establishing Precedent So As To Satisfy This Unique Emergency Situation; And (3) That PAL Provide A Certificate Of Insurance Or Other Proof Of Insurance To The City.

(City Manager's Office)  
(Resolution)

- C7H A Resolution Authorizing The City Manager To Execute An Agreement With Kevin Arrow (Artist), For Creation Of A Public Art Commission, Entitled, "Beatles Mandala"; Appropriating The Total Amount Of \$70,000, From The Art In Public Places Fund, Which Amount Includes \$10,000 For Site Enhancement, And \$5,000 For Contingency And Promotion; And Further Approving The Site For This Public Artwork At The North Shore Bandshell Park.

(Tourism & Cultural Development)  
(Resolution)

**R5 - Ordinances**

- R5C An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; Amending Section 118-593, "Historic Preservation Designation"; Amending Section 118-593(E), "Delineation On Zoning Map"; Amending Section 118-593(E)(2), "Historic Preservation Districts (HPD)" By Designating The North Beach Resort Historic District, Consisting Of A Certain Area Which Is Generally Bounded By The Southern Lot Lines Of 6084 Collins Avenue, 6261 Collins Avenue, And 210-63rd Street To The South, The Center Line Of 71st Street To The North, The Center Line Of Collins Avenue And The Western Lot Lines Of Certain Properties Fronting On Collins Avenue To The West (Including 6084 Collins Avenue, 6300 Collins Avenue, And 6574 To 6650 Collins Avenue), And The Erosion Control Line Of The Atlantic Ocean To The East (Excluding 6605 Collins Avenue), As More Particularly Described Herein; Providing That The City's Zoning Map Shall Be Amended To Include The North Beach Resort Historic District; Adopting The Designation Report Attached Hereto As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code, Repealer, Severability, And An Effective Date.

(Planning Department)  
(Additional Information)

## **R7 - Resolutions**

- R7C Approval Of The Miami Beach Convention Center For Events Involving Adult Materials.  
A Resolution Approving The Location Of The Miami Beach Convention Center For Conventions, Expositions Or Events Involving Adult Materials, Pursuant To The Provisions Of F.S. 847.0134.

(Planning Department)  
**(Resolution & Revised Attachment)**

- R7I A Resolution Authorizing The Mayor And City Clerk To Execute A Guaranteed Maximum Price Contract With Ric-Man International, Inc., As Lowest And Best Bidder Pursuant To Invitation To Bid No. 22-02/03, For Design Build Services To Design And Construct The Washington Avenue Improvements - Phases 2, 4, And 5 (The Project), In An Amount Not To Exceed \$12,104,429; And Appropriating \$2,168,274.08 From City Center Redevelopment Area Tax Increment Funds; \$686,211.17 From South Pointe Redevelopment Area Tax Increment Funds; \$1,141,570.62 From Stormwater Revenue Bonds – Series 2000; \$37,246.29 From Water And Sewer Bond – Series 2000 Interest; And \$179,985.15 From Parking Enterprise Funds, To Be Used For The Construction Costs, Project Contingency Relating To Owner Requested Changes, And CIP Office Project Management Fees.

(Capital Improvement Projects)  
**(Additional Information)**

- R7J Water And Waste Water Pump Stations Upgrades Project.

1. A Resolution Approving The Award Of A Contract To The Firm Of Widell, Inc., In The Amount Of \$17,352,615, For Completion Of The Water And Waste Water Pump Station Upgrades Project (Bid No. 99-97/98), Pursuant To The Action(s) Delegated By The City Commission To The City Manager And/Or His Designee Pursuant To Resolution No. 2002-24924; And Further Ratifying Resolution No. 2002-24924 And Herein Re-Affirming The Actions Taken By The City Manager And/Or His Designee, Pursuant Thereto, As Properly Within The City Manager's Authority, As Delegated To Him By The City Commission Pursuant To Said Resolution, Including, But Not Limited To Subsequent Actions Taken Regarding The City's Contract With FEI, Including But Not Limited To Any And All Actions Related To FEI's Default Under The Contract; Invoking The Performance Bond Under The Contract; Any And All Related Discussions With The Surety, United States Fidelity And Guaranty Company For Purposes Of Enforcement Of The Terms And Conditions Of The Bond; Selection Of The Replacement Contractor, Widell, Inc.; And Any Other Similar Or Related Actions.

2. A Resolution Approving An Amendment To The Agreement With Camp, Dresser And McKee (CDM) To Provide Engineering Services For Upgrading Water And Sewer Pumping Stations; Said Amendment Providing For Construction Administration And Field Oversight Services For The Water And Waste Water Pump Stations Upgrades Project In An Amount Not To Exceed \$500,000.

(Capital Improvement Projects)  
**(Resolutions)**

## **Redevelopment Agency Items**

### **3. NEW BUSINESS**

- C** A Resolution Of The Chairman And Members Of The Miami Beach Redevelopment Agency Ratifying The Award Of A Contract To The Firm Of Widell, Inc., In The Amount Of \$17,352,615, For Completion Of The Water And Waste Water Pump Station Upgrades Project (Bid No. 99-97/98), Pursuant To The Action(s) Delegated To The City Manager And/Or His Designee Pursuant To Resolution No. 2002-24924; And Appropriating Funds, In The Amount Of \$1,218,956.71, As Follows, To Fully Fund The Project Construction Cost; Additional Services For Construction Administration And Field Oversight Services To Camp, Dresser & McKee (CDM); Project Contingency; And Project Management Fees: \$1,173,063.00 From City Center Redevelopment Area Tax Increment Funds, And \$15,893.71 From South Pointe Redevelopment Area Tax Increment Funds, Respectively.

**(Resolution)**





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, IN CONNECTION WITH THE FINDING AND DECLARATION OF THE EXISTENCE OF AN EMERGENCY FOR PARKING, APPROVING AND ALLOWING THE POLICE ATHLETIC LEAGUE (PAL), A NOT-FOR-PROFIT ENTITY, TO UTILIZE THE PUBLIC SWALE AREA, LOCATED AT DADE BOULEVARD AND PRARIE AVENUE, ADJACENT TO MIAMI BEACH SENIOR HIGH SCHOOL, FOR A FUND RAISING EVENT TO OPERATE A FOOD CONCESSION STAND, FROM FEBRUARY 12-17, 2004, DURING THE MIAMI INTERNATIONAL BOAT SHOW; FURTHER PROVIDING THAT THE DADE BOULEVARD SWALE BE UTILIZED BY PAL SUBJECT TO THE FOLLOWING CONDITIONS: (1) THAT 100% OF THE PROFITS GENERATED FROM THIS FUNDRAISER BE RETURNED TO PAL FOR ITS EXCLUSIVE USE; (2) THAT THE SUBJECT PERMISSION IS GRANTED WITHOUT ESTABLISHING PRECEDENT SO AS TO SATISFY THIS UNIQUE EMERGENCY SITUATION; AND (3) THAT PAL PROVIDE A CERTIFICATE OF INSURANCE OR OTHER PROOF OF INSURANCE TO THE CITY.

**WHEREAS**, the Administration has received a request from the Miami Beach Police Athletic League (PAL), a not-for-profit entity, for permission to utilize the Dade Boulevard swale adjacent to Miami Beach Senior High to place and operate a food concession stand during the Miami International Boat Show, from February 12-17, 2004 in conjunction with the Miami Beach Senior High School Parent Teacher Association (MBSH-PTA) operation of parking on the swale; and

**WHEREAS**, the Administration recommends approval of PAL's request subject to and contingent upon the following conditions:

1. that 100% of the profits generated from this fundraiser be returned to pal for its exclusive use;
2. that the subject permission is granted without establishing precedent so as to satisfy this unique emergency situation; and
3. that pal provide a certificate of insurance or other proof of insurance to the city; and

**WHEREAS**, it is recommended that the Mayor and City Commission adopt this Resolution and permit PAL to utilize the Swale, and PAL and will be able to raise much needed funds for their operations through the operations of a food concession stand.

Agenda Item C7D  
Date 1-14-04

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission herein approve and allow the Police Athletic League (PAL), a not-for-profit entity, to utilize the public swale area, located at Dade Boulevard and Prarie Avenue, adjacent to Miami-Beach High School, for a fund raising event to operate a food concession stand, from February 12 - 17, 2004, during the Miami International Boat Show; further providing that the Dade Boulevard swale be utilized exclusively by PAL subject to the conditions, set forth in this Resolution.

**PASSED and ADOPTED** this 14<sup>th</sup> day of January, 2004.

**ATTEST:**


\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

JMG\CMC\rar

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

1-9-04  
\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KEVIN ARROW (ARTIST), FOR CREATION OF A PUBLIC ART COMMISSION, ENTITLED, "BEATLES MANDALA"; APPROPRIATING THE TOTAL AMOUNT OF \$70,000, FROM THE ART IN PUBLIC PLACES FUND, WHICH AMOUNT INCLUDES \$10,000 FOR SITE ENHANCEMENT, AND \$5,000 FOR CONTINGENCY AND PROMOTION; AND FURTHER APPROVING THE SITE FOR THIS PUBLIC ARTWORK AT THE NORTH SHORE BANDSHELL PARK.**

**WHEREAS**, in the Spring of 2001, the Art in Public Places (AiPP) Committee embarked on drafting a master list of potential funding sources and possible sites for new works of art pursuant to the AiPP Ordinance, and in drafting the Miami Beach Art in Public Places (AiPP) Master Plan of potential sites for community enhancements, the AiPP Committee considered the North Beach sector a tourist destination with growing cultural potential; and

**WHEREAS**, in looking into the visual elements and the historical factors pertinent to North Beach, a visual theme of mosaic tile was documented with median planters and bus benches, and a cultural theme was discovered with the Beatles having been lodged at the Deauville Hotel in 1964 at the end of their first world tour; and

**WHEREAS**, in the summer of 2002, the AiPP Committee asked the artist Kevin Arrow to propose a mosaic tile artwork for North Beach in memory of the Beatles; and

**WHEREAS**, Mr. Arrow is a local artist currently employed at MOCA as the Exhibition Coordinator and Registrar, a property owner and resident of North Beach, and is known for his colorful and intricate "mandala" designs; and

**WHEREAS**, a "*mandala*" traditionally represents a symmetrical display of inter-related visual components to be enjoyed for the purpose of relaxation, concentration or meditation; and

**WHEREAS**, in August of 2002, a preliminary proposal, by Kevin Arrow, for a 200 square foot mosaic tile work of art entitled "Beatles Mandala," was presented by the AiPP Committee and staff to the City's consultant, EDAW; and

**WHEREAS**, on September 24, 2002, an all inclusive PowerPoint presentation was made by the artist to the AiPP Committee, which included the Bandshell Park Restoration Project as a recommended location, in order to assist in deferring some of the cost for site preparation and permitting; however, the Bandshell Park Restoration Project has yet to be funded and the Beatles 40<sup>th</sup> anniversary is only a few months away; and

**WHEREAS**, The AiPP Committee met respectively, with the North Beach Development Corporation Capital Improvements Committee and Arts in North Beach Committee and received their support of the original site recommendation, which is in close

Agenda Item C7H  
Date 1-14-04

proximity to the commercial business district, the entertainment/arts district, Ocean Terrace, and the Deauville Hotel; and

**WHEREAS**, this site has high impact visibility for residents and visitors and provides an excellent opportunity to establish a community centerpiece; and

**WHEREAS**, the proposed art project has been reviewed by the City's Capital Improvement Projects Office (CIP) and CIP estimates approximately \$10,000 would be needed for site enhancements, to include construction of sub-flooring, a retaining wall with perimeter pavers, and illumination; and \$5,000 for contingency and promotion; and

**WHEREAS**, on December 16, 2003, the Community Affairs Committee reviewed and recommended approval of the proposed art project; and

**WHEREAS**, the AiPP Committee would like the "Beatles Mandala" project to be unveiled at the Miami Beach Festival of the Arts on February 7, 2004 in North Beach to commemorate the 40<sup>th</sup> anniversary of the Beatles' visit to Miami Beach, which was on February 26, 1964; and

**WHEREAS**, the "Beatles Mandala" public art commission will visually enhance the community and serve as an important centerpiece for Miami Beach and the North Beach community.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission authorize the City Manager to execute an Agreement with Kevin Arrow (Artist), for creation of a public art commission entitled, "Beatles Mandala"; further appropriating the total amount of \$70,000, from the Art in Public Places Fund, which amount includes \$10,000 for site enhancement, and \$5,000 for contingency and promotion; and further approving the site for this public artwork at the North Shore Bandshell park.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2004.


**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

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\_\_\_\_\_  
City Attorney

1-9-04  
Date

CITY OF MIAMI BEACH  
Office of the City Manager  
Letter to Commission No. 008-2004

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**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** January 13, 2004

**From:** Jorge M. Gonzalez  
City Manager

A handwritten signature of Jorge M. Gonzalez in black ink.

**Subject: PROPERTIES LIST**

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Attached for your information is the Properties List of the North Beach Resort Historic District with Boundaries Recommended by the Planning Board.

If you should have any questions, please contact me.

JMG\ptw

Attachment

F:/cmgr/\$all/ltc-2004/properties list

Agenda Item

RSC

Date

1-14-04

10 contributing buildings  
 5 non-contrib buildings  
 3 vacant or pkg.

PROPERTIES LIST OF THE NORTH BEACH RESORT HISTORIC DISTRICT  
 WITH BOUNDARIES RECOMMENDED BY THE PLANNING BOARD

<u>ADDRESS</u>	<u>NAME</u> ( ) = original name	<u>ARCHITECT</u>	<u>YEAR BUILT</u>	<u>STYLE</u>	<u>STATUS*</u>
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COLLINS AVENUE:

6084	(Mt. Vernon Hotel)	J.J. DeBrita & A. Kononoff	1946	Neoclassical Revival	C
6261	(Allison Hotel) Comfort Inn	A. Herbert Mathes	1951	Post War Modern	C
6301	La Gorce Palace	Jaime Shapiro	1993	Contemporary	NC
6345	(Casablanca Hotel)	Roy France	1950	Post War Modern	C
6365-6395	(White Diamond) Akoya	Brito-Cohan	Under Construction		NC
6423	Mar del Plata	Isaac Sklar	1973	Contemporary	NC
6475	Allison Park [Land acquired by the City for park and parking purposes in 1938, 1943, and 1949]				C
6515	Bel Aire Condominium	Kobi Karp	Under Construction		NC
6525	(Brazil Hotel)	Albert Anis	1953	Post War Modern	C
6551	(Monte Carlo Hotel)	Roy France	1948	Post War Modern	C
6565	(Sherry Frontenac Hotel)	Henry Hohauser	1947	Post War Modern	C
6701	(Deauville Hotel) Radisson Deauville Hotel	Melvin Grossman	1958	Post War Modern	C
6747-6749	Parking Lot				
6757-6759	Vacant Lot				
6767	The Sterling		1991	Contemporary	NC
6801	(Carillon Hotel)	Norman M. Giller	1957	Post War Modern	C
6901	(Bombay Hotel) Golden Sands Hotel	Norman M. Giller	1951	Post War Modern	C

63RD STREET:

210 (aka 6077 Indian Creek Drive)	(Monticello Hotel) Harding Hotel	J.J. DeBrita & A. Kononoff	1946	Neoclassical Revival	C
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\*C - CONTRIBUTING PROPERTIES; NC - NONCONTRIBUTING PROPERTIES

**PROPERTIES LIST OF THE NORTH BEACH RESORT HISTORIC DISTRICT  
WITH BOUNDARIES RECOMMENDED BY THE PLANNING BOARD**

Distributed by decade of construction, the buildings number:

1930s	0	
1940s	4	
1950s	6	
1960s	0	
1970s	1	
post-1979	4	Total Buildings 15

9

Staff has determined that ~~10~~ of these buildings, or 66.7 percent, are "contributing" on the basis of the established criteria for historic district designation.

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*In addition to PB recommendation  
+ 7 contributing*

PROPERTIES LIST OF THE NORTH BEACH RESORT HISTORIC DISTRICT  
WITH BOUNDARIES RECOMMENDED BY THE HISTORIC PRESERVATION BOARD

<u>ADDRESS</u>	<u>NAME</u> ( ) = original name	<u>ARCHITECT</u>	<u>YEAR BUILT</u>	<u>STYLE</u>	<u>STATUS*</u>
COLLINS AVENUE:					
6084	(Mt. Vernon Hotel)	J.J. DeBrito & A. Kononoff	1946	Neoclassical Revival	C
6261	(Allison Hotel) Comfort Inn	A. Herbert Mathes	1951	Post War Modern	C
6300	(Stephen Foster Apartment Hotel) Lombardy Inn	J. Richard Ogden	1947	Neoclassical Revival	C
6301	La Gorce Palace	Jaime Shapiro	1993	Contemporary	NC
6345	(Casablanca Hotel)	Roy France	1950	Post War Modern	C
6365-6395	(White Diamond) Akoya	Brito-Cohan	Under Construction		NC
6423	Mar del Plata	Isaac Sklar	1973	Contemporary	NC
6475	Allison Park [Land acquired by the City for park and parking purposes in 1938, 1943, and 1949]				C
6515	Bel Aire Condominium	Kobi Karp	Under Construction		NC
6525	(Brazil Hotel)	Albert Anis	1953	Post War Modern	C
6551	(Monte Carlo Hotel)	Roy France	1948	Post War Modern	C
6565	(Sherry Frontenac Hotel)	Henry Hohausen	1947	Post War Modern	C
6574-6600-6604	(Hotel Rowe) Super 8 Motel	David T. Ellis	1939	Streamline Moderne	C
	[Post War Modern style additions to the Rowe Motel by Carlos Schoeppl in 1956]				
6606-6608-6610	Store Building	Harry O. Nelson	1949	Post War Modern	C
6616-6638	Store Building	Lester Avery	1948	Post War Modern	C
6640	(Deauville Package Store)	Carlos B. Schoeppl	1945	Post War Modern	C
6644-6646-6650 (aka 214-222 67th Street)	Store Building	L. Murray Dixon	1949	Post War Modern	C
6701	(Deauville Hotel) Radisson Deauville Hotel	Melvin Grossman	1958	Post War Modern	C
6747-6749	Parking Lot				
6757-6759	Vacant Lot				
6767	The Sterling				
			1991	Contemporary	NC

\*C - CONTRIBUTING PROPERTIES; NC - NONCONTRIBUTING PROPERTIES



<u>ADDRESS</u>	<u>NAME</u> ( ) = original historic name	<u>ARCHITECT</u>	<u>YEAR BUILT</u>	<u>STYLE</u>	<u>STATUS</u>
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**COLLINS AVENUE (continued):**

6801	(Carillon Hotel)	Norman M. Giller	1957	Post War Modern	C
6901	(Bombay Hotel) Golden Sands Hotel	Norman M. Giller	1951	Post War Modern	C
6917	(Victoria Plaza) The Collins	Morris Lapidus Associates	1969	Post War Modern	NC
6969	(Port Royale Apartments) Port Royale Condominium	Gene Baylis	1968	Contemporary	NC
6979	(Normandy Plaza Hotel)	L. Murray Dixon	1936	Art Deco	C
6985-6995	(Johnina Hotel) Crystal Beach Suites	Gerard Pitt	1950	Post War Modern (Altered)	NC

**63RD STREET:**

210 (aka 6077 Indian Creek Drive) (Monticello Hotel) Harding Hotel	J.J. DeBrita & A. Kononoff	1946	Neoclassical Revival	C
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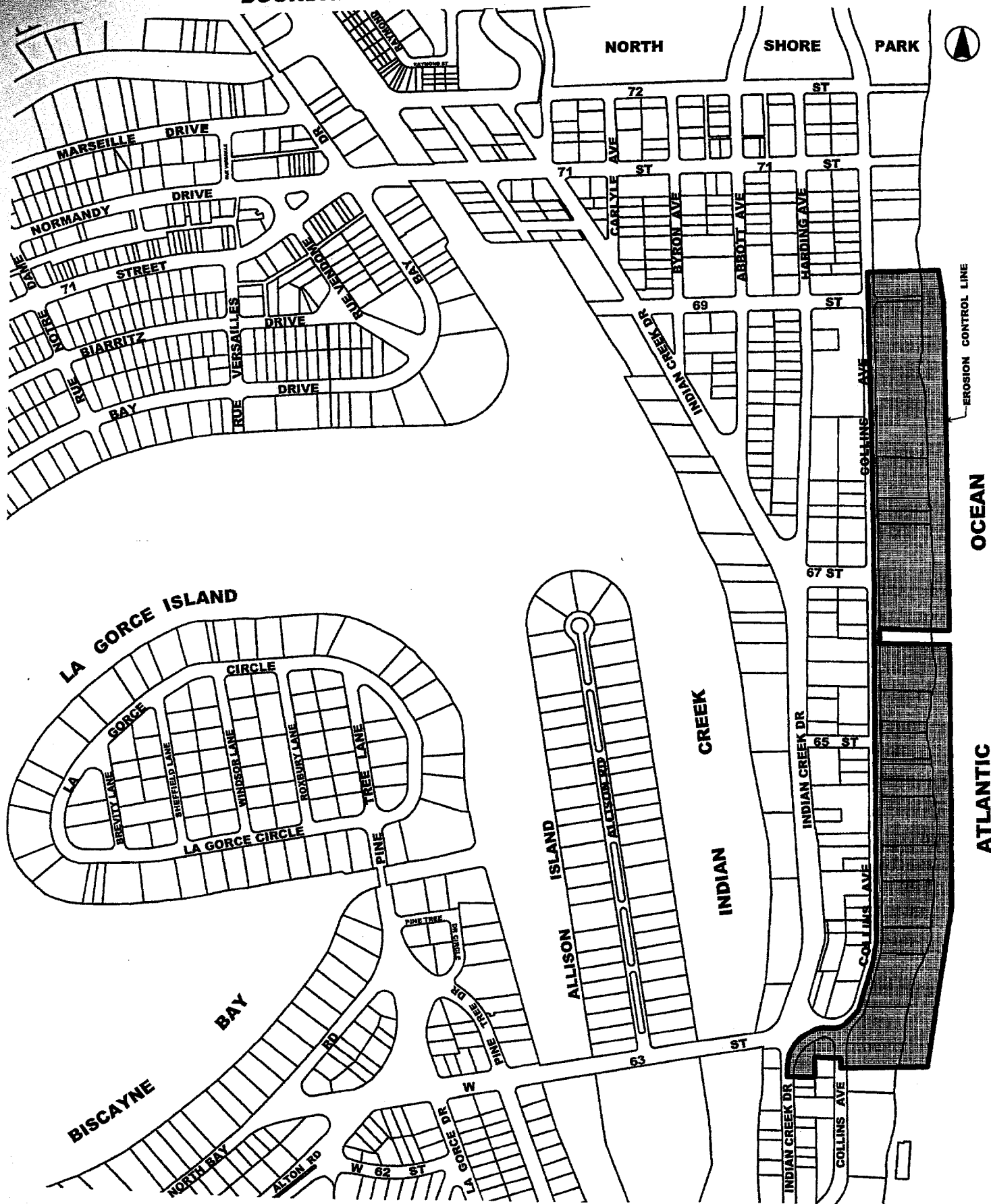
**PROPERTIES LIST OF THE NORTH BEACH RESORT HISTORIC DISTRICT  
WITH BOUNDARIES RECOMMENDED BY THE HISTORIC PRESERVATION BOARD**

Distributed by decade of construction, the buildings number:

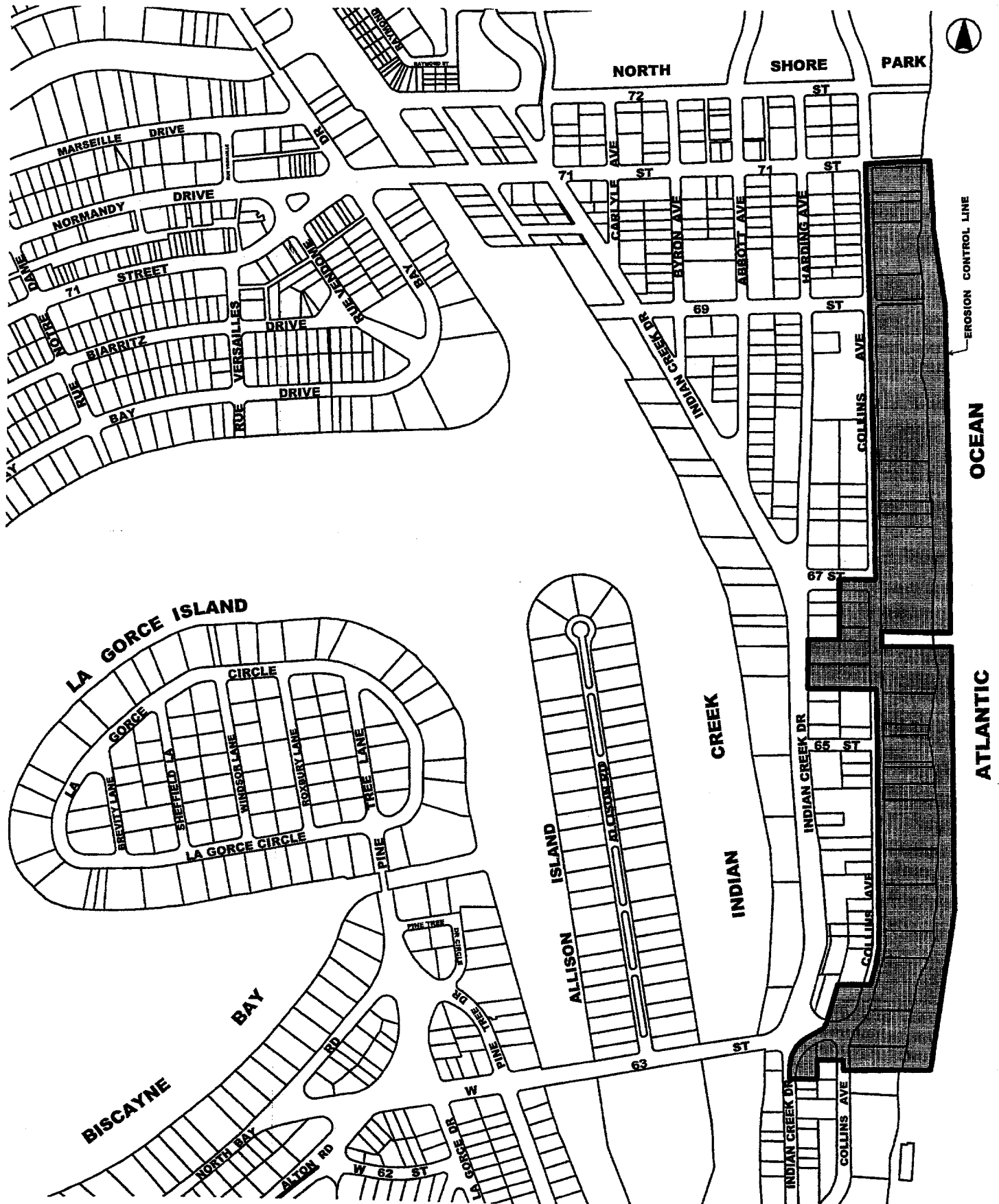
1930s	2
1940s	9
1950s	7
1960s	2
1970s	1
post-1979	4
Total Buildings 25	

Staff has determined that 17 of these buildings, or 68 percent, are "contributing" on the basis of the established criteria for historic district designation.

**MAP 1B : PROPOSED NORTH BEACH RESORT HISTORIC DISTRICT  
BOUNDARIES AS RECOMMENDED BY THE PLANNING BOARD**



**MAP 1A : PROPOSED NORTH BEACH RESORT HISTORIC DISTRICT  
BOUNDARIES AS RECOMMENDED BY THE HISTORIC  
PRESERVATION BOARD**



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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE LOCATION OF THE MIAMI BEACH CONVENTION CENTER FOR CONVENTIONS, EXPOSITIONS OR EVENTS INVOLVING ADULT MATERIALS, PURSUANT TO THE PROVISIONS OF F.S. 847.0134.**

**WHEREAS**, Consolidated Management Associates Corporation, has requested the Convention Center management approval to locate the Gay Erotica Expo at the Convention Center; and

**WHEREAS**, vendors and exhibitors will be demonstrating and selling their products, including adult entertainment films, magazines, personal care products, leather and other clothing, and adult novelty items; and

**WHEREAS**, a determination was made that due to the nature of the Gay Erotica Expo, it would fall under the adopted Florida Statute that prohibits the location of an adult entertainment establishment within 2,500 feet of a school, unless approved by the municipality in accordance with the process prescribed in the statute; and

**WHEREAS**, the approval of this location would allow the Convention Center to entertain similar requests in the future as the approval under consideration is for the location and not the exposition; and

**WHEREAS**, the Planning Board has reviewed this request on October 28, 2003 and recommended approval subject to conditions; and

**WHEREAS**, Sec. 847.0134 F.S. states that an adult entertainment establishment that sells, rents, loans, distributes, transmits, shows, or exhibits adult materials, may not be located within 2,500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location under proceedings as provided in s. 166.041(3)(c), which requires the local governing body to hold two advertised public hearings on the proposed ordinance and at least one hearing shall be held after 5 p.m.; and

**WHEREAS**, the City Commission desires to approve the location for a probationary period of two years, and minimize the secondary effects that studies have shown will result from adult entertainment establishments, and therefore adopts certain conditions which shall govern the use of the Convention Center for adult entertainment uses, including a limit of two times per year that adult uses can be held at the Convention, which the City adopts as a time, manner and place restriction, and other limitations itemized below and attached to this Resolution as Exhibit "A".

Agenda Item R7C  
Date 1-14-04

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA THAT:**

Section 1: The location of the Miami Beach Convention Center is hereby approved as a venue for conventions, expositions or events involving adult materials, for a period of two years from the date of this hearing, subject to the following restrictions and guidelines;

- a. Guidelines as delineated in Exhibit "A" attached hereto;
- b. No more than two (2) conventions, expositions or events involving adult materials per year shall be permitted;
- c. No adult or obscene materials shall be visible from any right-of-way;
- d. Only legal activities and materials shall be permitted; nudity or lewd behavior shall be prohibited;
- e. Adult events shall be held only on Hall "C", away from Miami Beach High School;
- f. Entrance to adult events shall only be from Convention Center Drive;
- g. The hours of operation for this type of event at the Convention Center shall be no earlier than 9 a.m. and no later than 2 a.m.;
- h. No one under 18 years of age shall be admitted to these types of events. This minimum age may be increased voluntarily by event lessees if they so desire.

Section 2: This approval shall sunset after two years from the date of this hearing.

Section 3: NONSEVERABILITY. It is the intention of the City Commission that all provisions of this Resolution are integral to and dependent upon all other provisions thereof, and thus if any section, subsection, clause, provision, requirement contained herein or Exhibit "A", of this Resolution is held invalid, the remainder shall not be severable from the portion declared invalid.

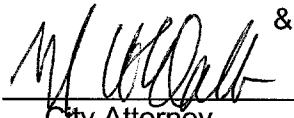
**PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2004.**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

APPROVED AS TO  
FORM AND LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney *JA*

*1-12-04*  
\_\_\_\_\_  
Date

First Reading: December 10, 2003

Second Reading: \_\_\_\_\_

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## **Booking Requirements for Adult Entertainment Oriented Events**

The following **Operating Requirements for Adult Entertainment Oriented Events** shall be used as operating criteria with respect to conduct for any adult entertainment oriented events to occur at the Miami Beach Convention Center. The requirements will be added to the Terms and Conditions of the Lease Agreement issued by the Miami Beach Convention Center (Operator) and executed by Lessee and allow the Lessee the opportunity to immediately cure and remedy any violations prior to the operator invoking its right to terminate the lease and close the show. The Lessee shall incorporate the **Operating Requirements** established herein into the exhibitor rules and regulations issued by the event organizer and shall be known by exhibitors that any violation of the requirements shall be cause for immediate expulsion from the show.

Convention Center Management shall book events only into Hall C, located in the southwest quadrant of the facility, so as to minimize proximity to the residential areas on Washington Avenue and to Miami Beach Senior High School.

## **Operating Requirements for Adult Entertainment Oriented Events**

1. All patrons and personnel shall be properly attired. The following is specifically prohibited: The display of less than completely and opaquely covered genitals, pubic region, buttocks, anus or female breasts below a point immediately above the top of the areolas.
2. Sexual activities are prohibited. Sexual activities include the fondling or other erotic touching of genitals, pubic region, buttocks, anus or female breasts.
3. Lessee shall provide at its expense a reasonable number of event security personnel as determined by the Convention Center to provide crowd control and to monitor compliance with the terms and conditions of this Agreement.
4. Lessee shall post signs prohibiting inappropriate conduct at the entrance doors of the leased exhibit space. The size, wording and placement of any and all signs to be displayed in the public lobby area are subject to the prior approval of the General Manager of the Convention Center.
5. Lessee shall be responsible for insuring that all exhibitors, attendees, Lessee staff, and any other invitees and guests of Lessee shall comply with all applicable laws with respect to activities and materials inside the leased premises.
6. No adult or obscene materials shall be visible from any public right of way.
7. Lessee shall cooperate fully with representatives of the Miami Beach Police Department during the event and shall make no attempt to circumvent or undermine the law enforcement efforts of any officer patrolling the area.
8. The general public shall be permitted to bring cameras into the show as long as approved signs are posted in the exhibit area discouraging inappropriate conduct and behavior.
9. Lessee shall inform each and every exhibitor, in writing, of the **Operating Requirements** for participation as an exhibitor in the event and incorporate the exact language into all exhibitor agreements.
10. Prior to setting up exhibit space at the Miami Beach Convention Center, Lessee shall have each and every exhibitor execute an acknowledgement of the **Operating Requirements** that was included in the exhibitor agreement issued by Lessee. A copy of exhibitor agreements shall be provided to Operator by Lessee upon request.
11. Lessee shall supervise the show and exhibitor conduct at all times and be available at all times to take any and all appropriate actions to immediately remedy any violation.



12. Should any violation of the **Operating Requirements** occur, Lessee shall take immediate action to eject the exhibitor's personnel or any invitee or guest of an exhibitor contributing to the violation of the **Operating Requirements** and shall immediately close the exhibit.
13. Failure of the Lessee to take the above-stated action or attempt to prevent any violation of the **Operating Requirements** shall constitute a material breach of the Lease Agreement and shall be grounds for immediate termination of this contract and closure of the show.
14. Any violation of any of the terms and conditions of this Agreement or any law by the Lessee, Lessee's agents or staff, an exhibitor, any exhibitor personnel, or any invitee or guest of an exhibitor or Lessee shall constitute a material breach of this Agreement and shall be grounds for the immediate termination of this contract and closure of show. In such event, Lessee shall not be entitled to a refund of any portion of the prepaid rental fee or any other fees for incidental services (electrical, plumbing, etc.). Lessee acknowledges and agrees that the City of Miami Beach, SMG and the Miami Beach Convention Center, its officers, agents and employees shall not be responsible or liable for any injury, damage loss or expense incurred by Lessee or its exhibitors as a result of such termination or closure of the show following a breach of contract. Lessee further waives any and all claims for damages or losses against the City of Miami Beach, SMG and the Miami Beach Convention Center, its officers, agents and employees which may arise as a result of the closure of the show following a breach of this contract, and Lessee shall indemnify and hold harmless the City of Miami Beach, SMG and the Miami Beach Convention Center from any and all such claims made by Lessee's exhibitors.

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** January 14, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: SUPPLEMENTAL MATERIAL TO ITEM R7I - AWARD OF CONTRACT TO  
RIC-MAN INTERNATIONAL FOR WASHINGTON AVENUE  
IMPROVEMENTS**

This material is provided to the Mayor and City Commission as additional information regarding the scope of work for the Washington Avenue Improvements.

### **Restricted Work Sequence**

In order to mitigate the impact of construction to the community, the Washington Avenue Project documents include a "Restricted Work Sequence" that limits the extent of construction. Essentially, construction is limited to two (2) areas of no more than three (3) blocks, on one (1) side of the street, separated by a minimum of two (2) blocks of either no construction or limited disruption construction that would leave the two (2) blocks passable to vehicular and pedestrian traffic.

Within the proposed three (3) block work areas, the Contractor is expected to provide limited access through the work zone for necessary local traffic, deliveries of goods and services, and potentially bus service. Also within this work zone, the Contractor would be permitted to locate minimal storage, i.e., no more than that sufficient for approximately ten (10) days of work. The duration of construction within this work zone is expected to last between 100 and 140 calendar days.

The Contractor is required to reach substantial completion for a block within each work zone before proceeding to the next block, thereby maintaining the three (3) block work zone throughout the duration of construction.

Exhibits 1 and 2 illustrate the work zone and the progression through the project.

### **Pedestrian Friendly Barrier and Temporary Waiting Areas**

The Contractor is required to provide a specific type of barrier that would promote clear delineation between the work zone and pedestrian access to each of the businesses along the corridor. These solid barriers, approximately 42" in height, are linked together and provide an attractive separation from the work zone. In addition, signs will be mounted to the barriers to promote different activities, or businesses, depending upon the City's discretion.

**Agenda Item** R7I  
**Date** 1-14-04

Additionally, since the sidewalk in many places will be reconstructed, it is anticipated that “waiting” areas will need to be provided in order to accommodate our nightlife and the visitors that come with it. The barriers are anticipated to be configured to direct pedestrians to these areas, to ensure continual passage on the sidewalk, and will have either temporary asphalt or wood platform to serve as the walking/standing surface.

Exhibits 3 and 4 illustrate the barriers and the proposed “waiting areas”. The location of the “waiting areas” will be determined with the blocks experiencing construction during the course of construction.

### **Community Outreach and Site Cleanliness**

Due to the number of Miami Beach businesses that will be directly affected by this project, the Contractor is required to have a well developed Community Outreach Program. This program will include a professional contract with a company that is qualified to perform communication and public relations services. For the proposed contractor, this firm is anticipated to be Kommunikatz, which has extensive experience in Miami Beach having served in a similar capacity on the Collins Avenue project. The Contractor’s liaison will be available 24 hours a day and will be working with merchants to make sure that their needs are met to the extent possible. This will include signage identifying businesses as open, and will also provide limited signage and guides to direct pedestrian and vehicular traffic to parking areas and to businesses. Additionally, the Contractor will have a well developed process to include impacted business needs addressed quickly and efficiently.

The project also includes specific requirements for weekly cleaning of storefront windows by the Contractor, restrictions on the amount and type of materials that can be stored on-site, and requirements that the site be kept in a clean and orderly fashion throughout the project’s duration.

### **Project Renderings**

In order to give a better overview for what the proposed improvements will look like, Exhibits 5 through 9 provide artist renderings prepared by the previous consultant on the project, Savino Miller Design Studios, and also photographs of previously completed phases. In addition to the above ground improvement of new sidewalks, street trees, and street lighting, the project will also include underground work related to stormwater and water line improvements.

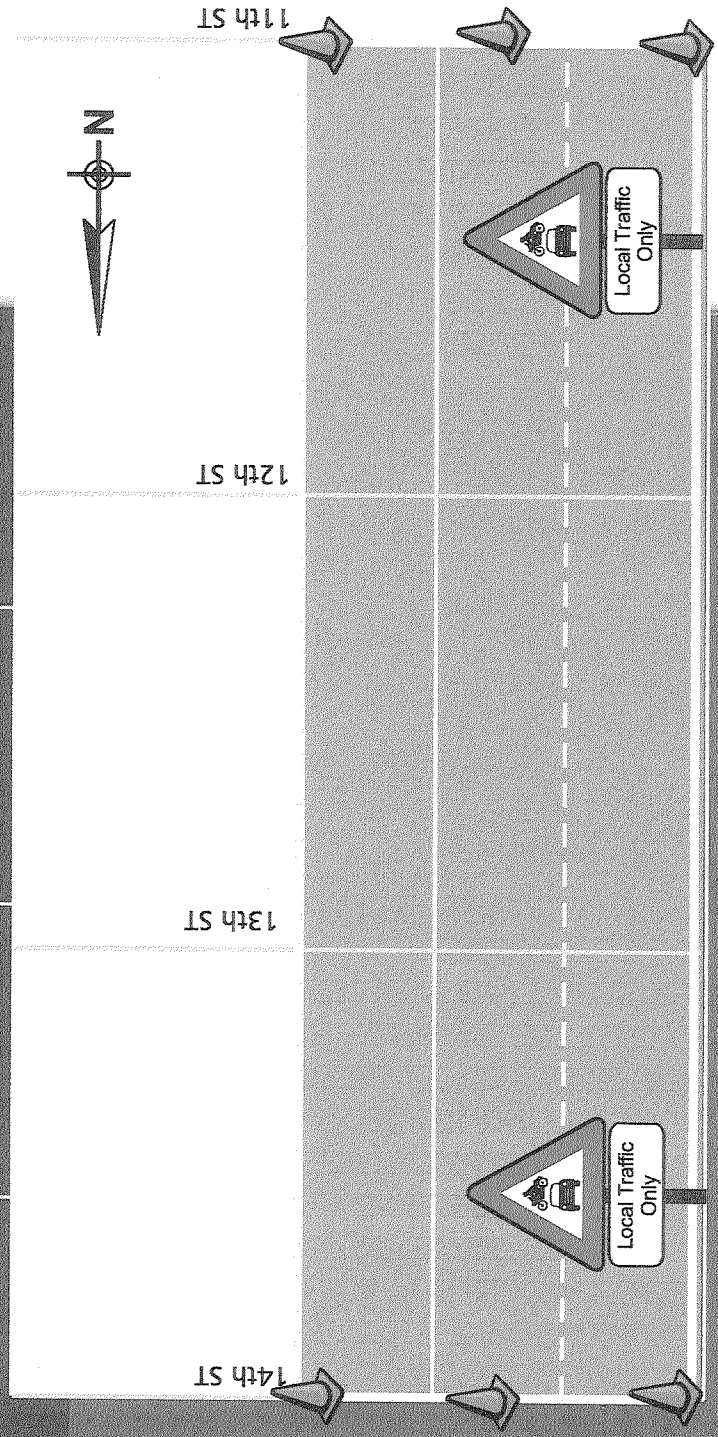
Attachments

JMG/RCM/PH 

4014F005.CDR

# Typical Work Zone

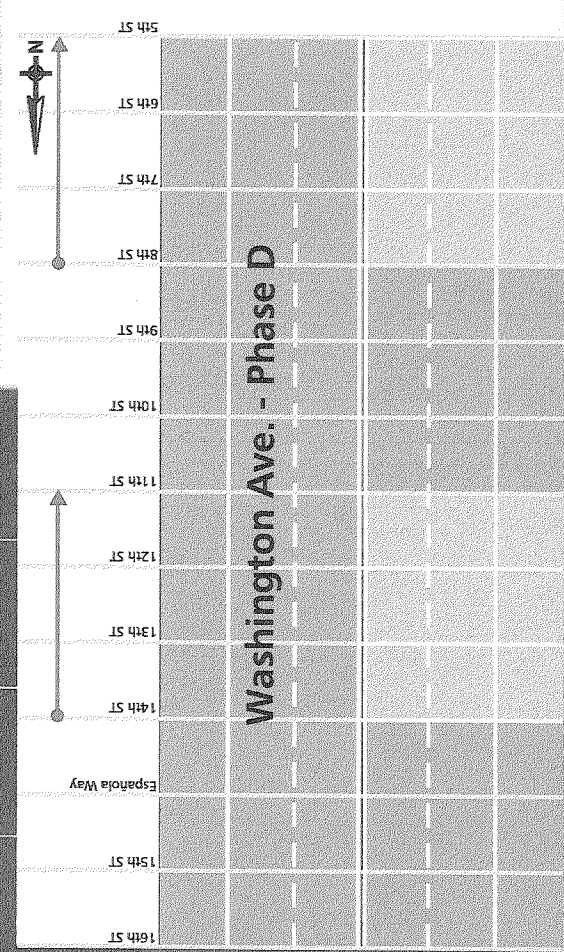
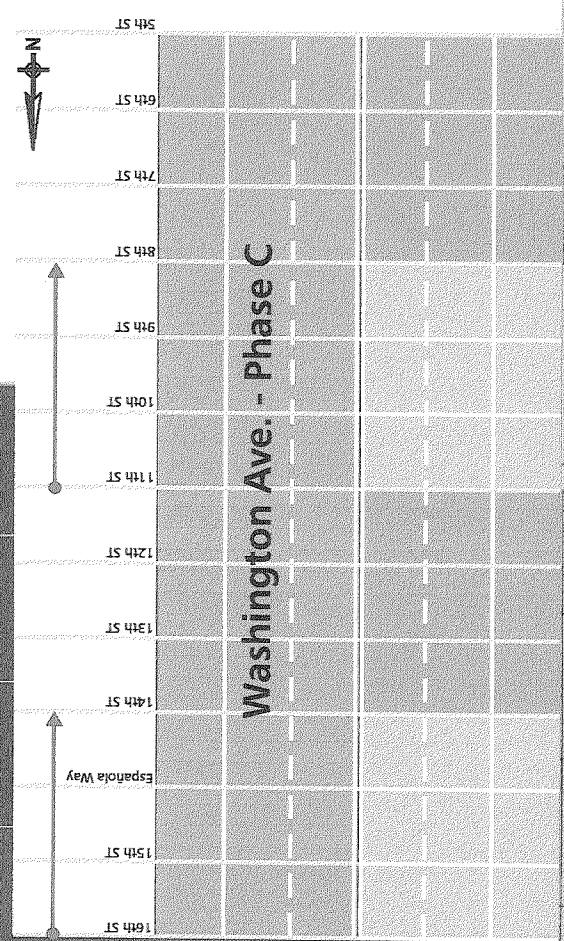
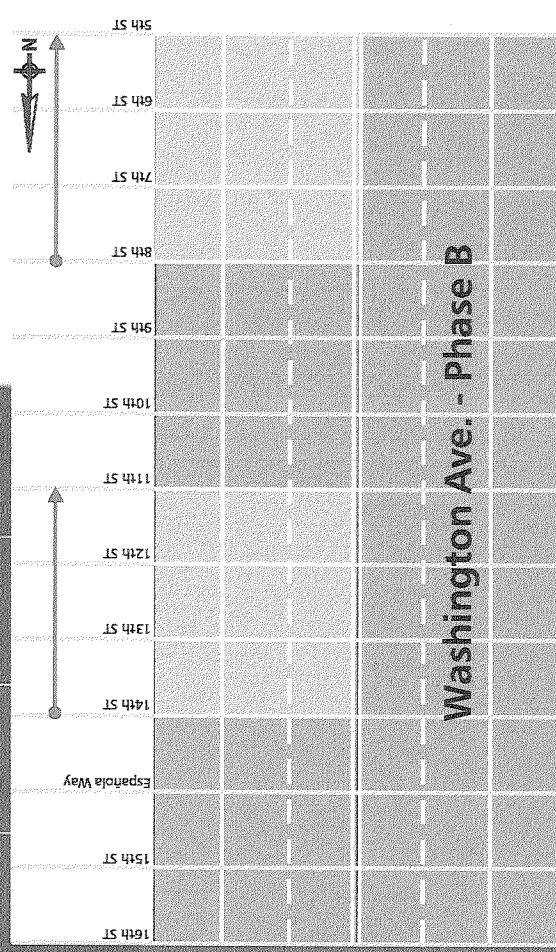
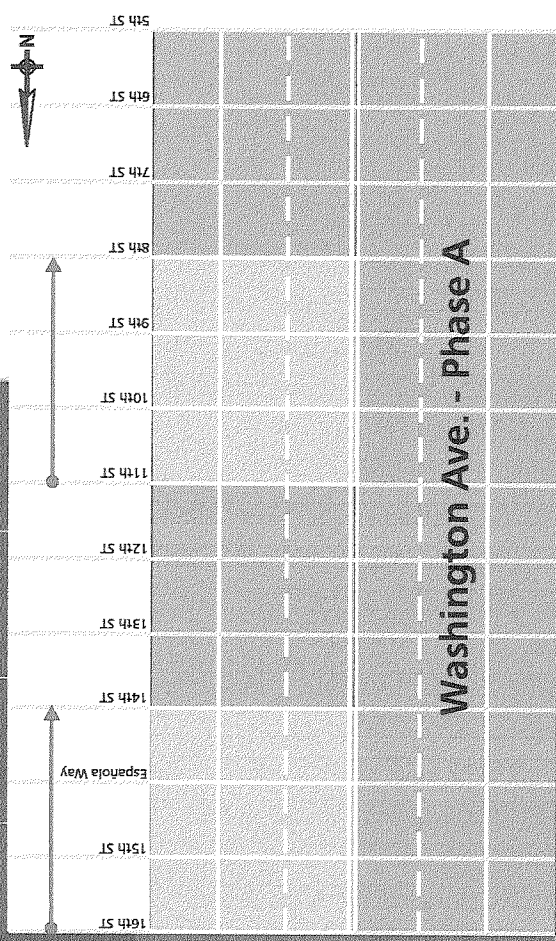
- Allows local traffic / deliveries
- Minimal contractor storage
- Bus service impacted / not terminated
- 100 – 140 calendar day time frame



# Sequenced Work Construction



# Progress of the Work



LEGEND

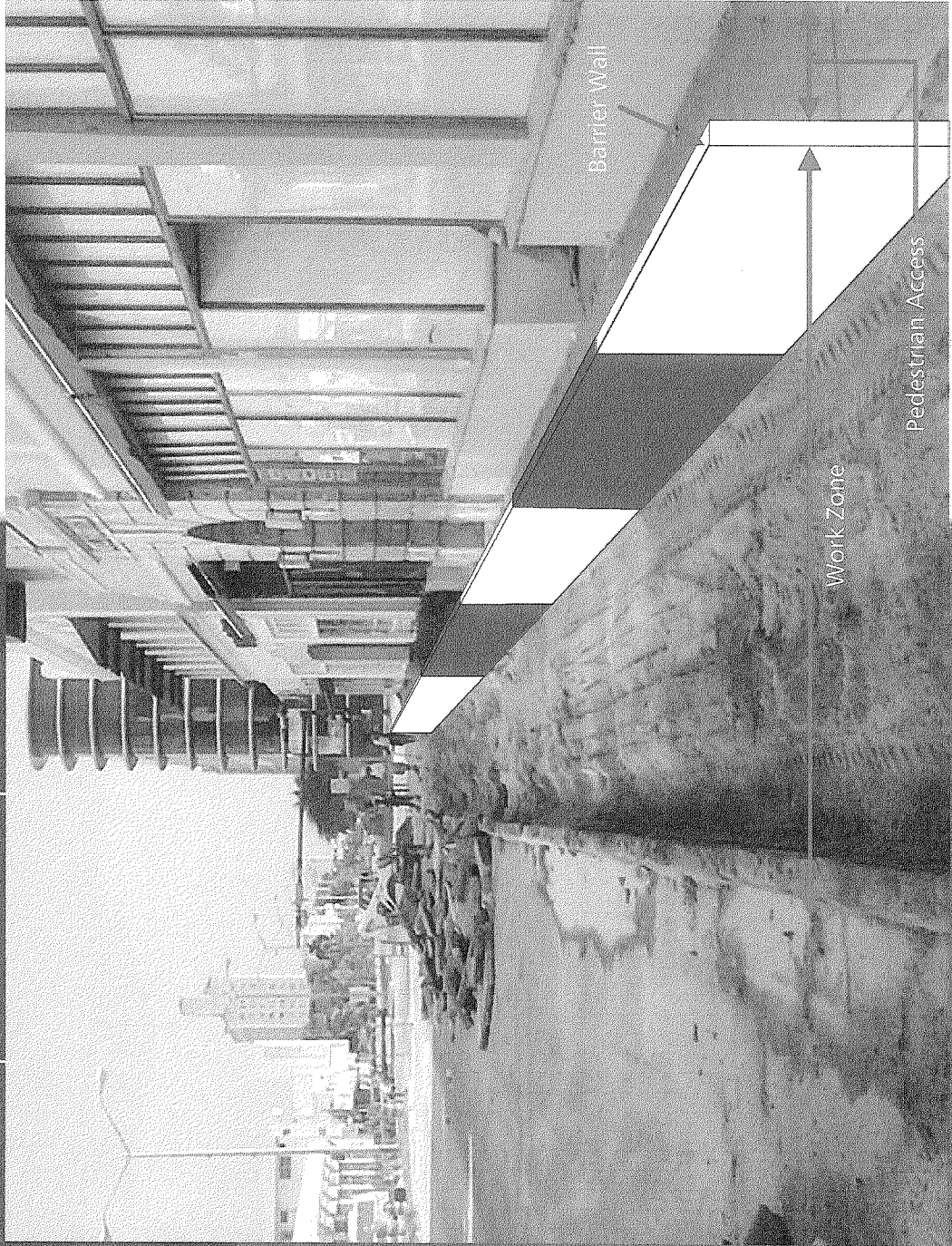
Progress of the Work

Construction Work Zone



# Pedestrian Friendly Barrier

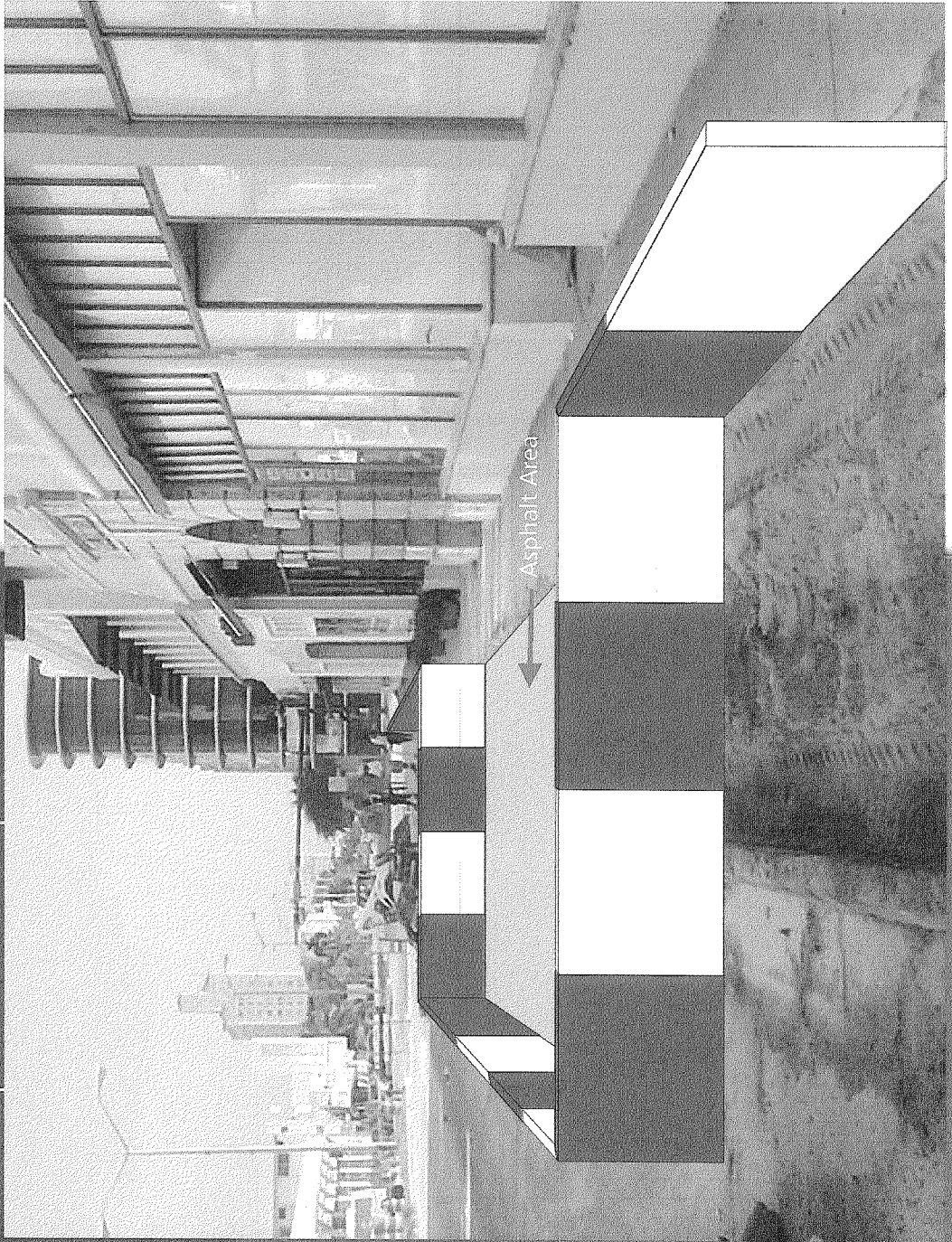
401:FE220.CDR





# Temporary Waiting Area

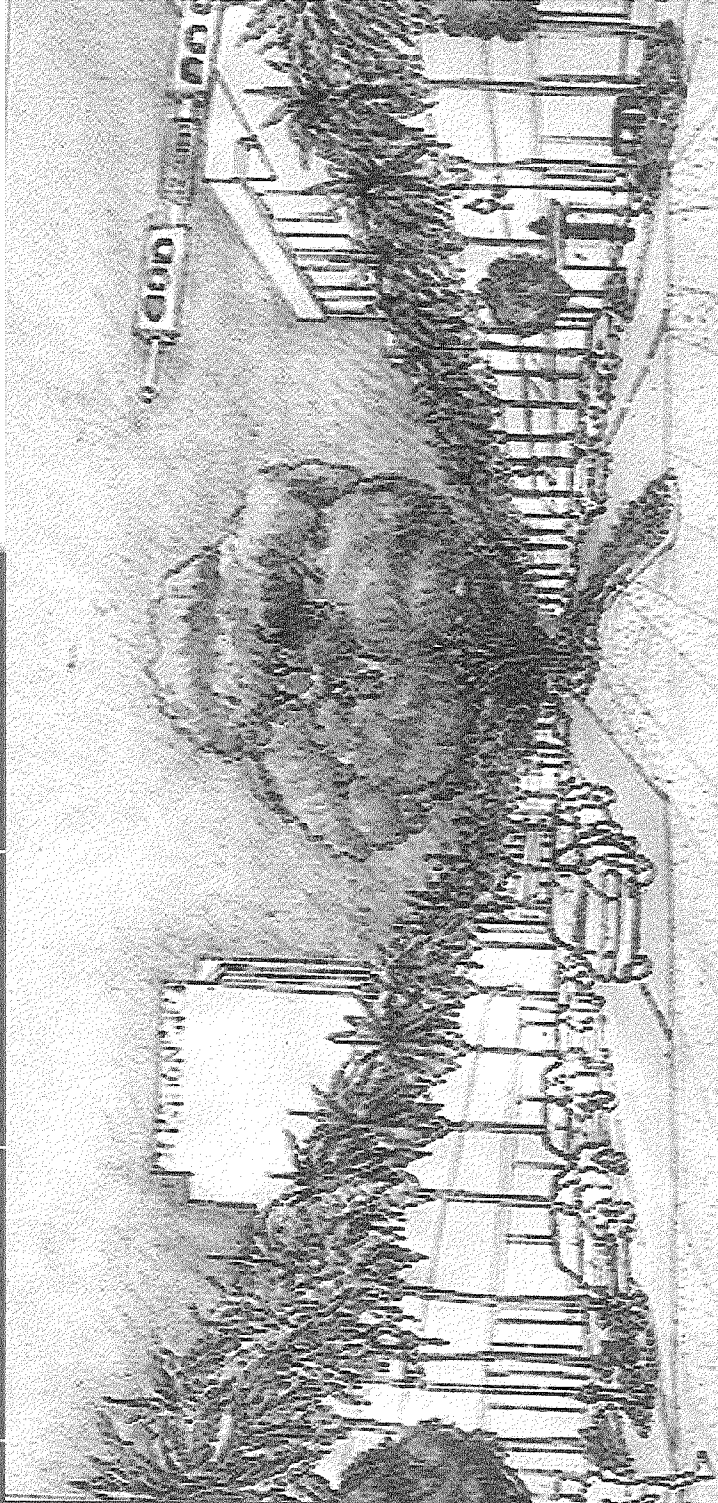
4014F221.ODR





4014F229 CDR

## Typical Section



\* Artist rendering; actual construction may vary.



4014F230.CDR

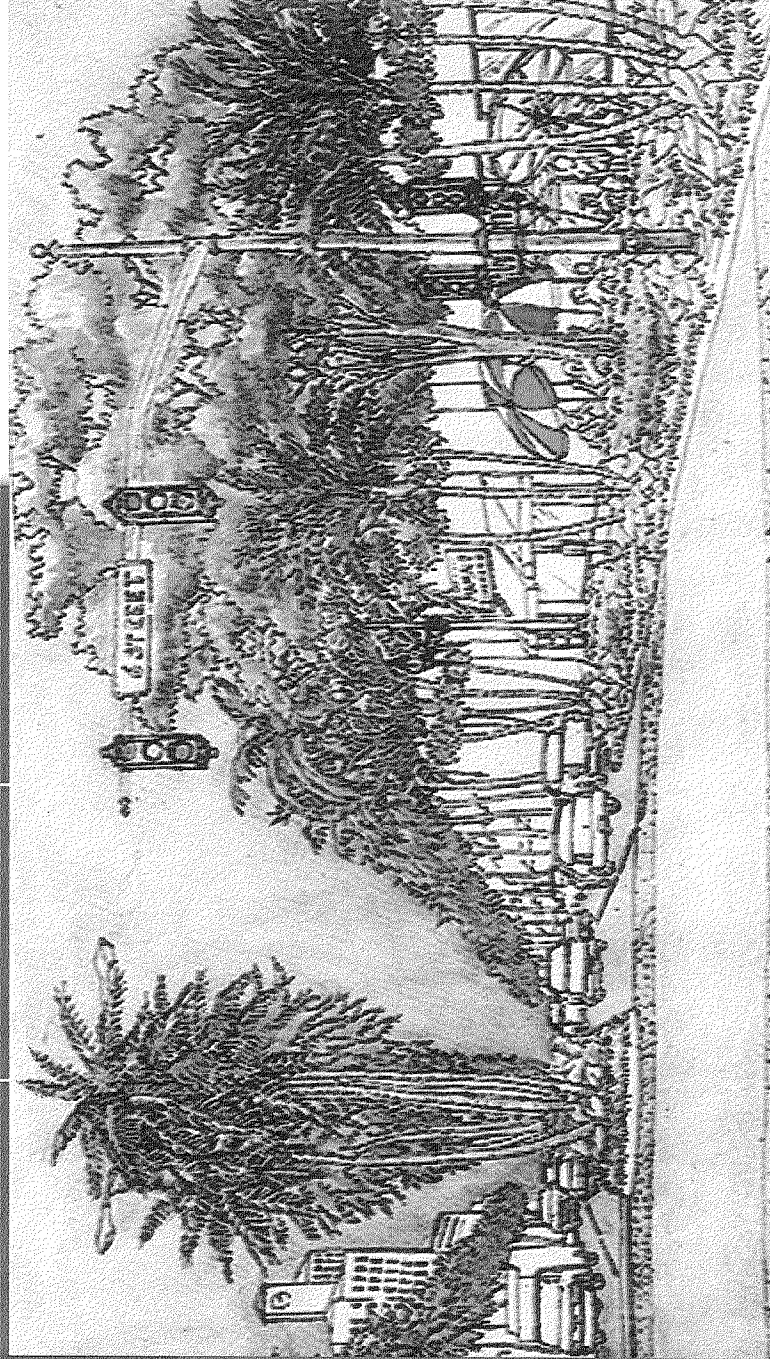
# Existing / Improved Section





4014F222 CDR

# Washington Ave. Sidewalk Cafe

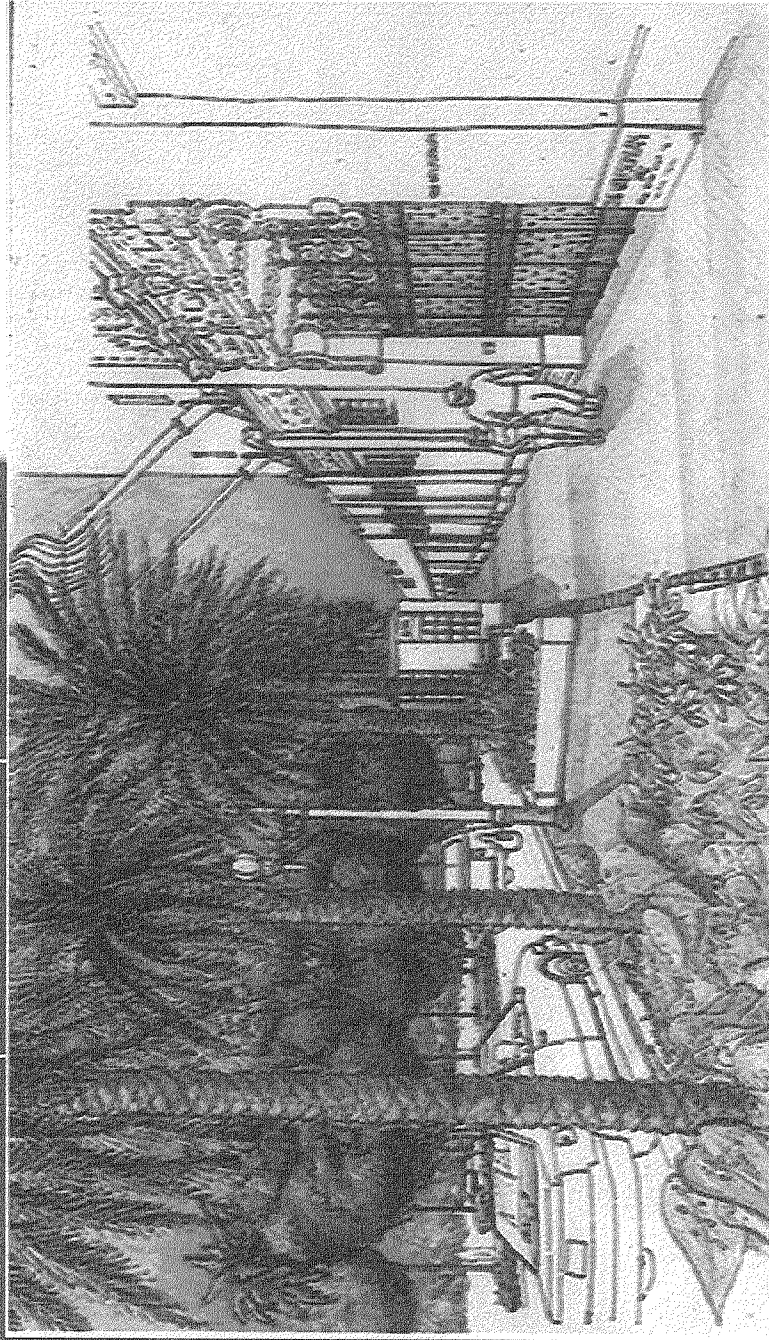


\* Artist rendering; actual construction may vary.



4014F238 CDR

# Adjacent to Wolfsonian

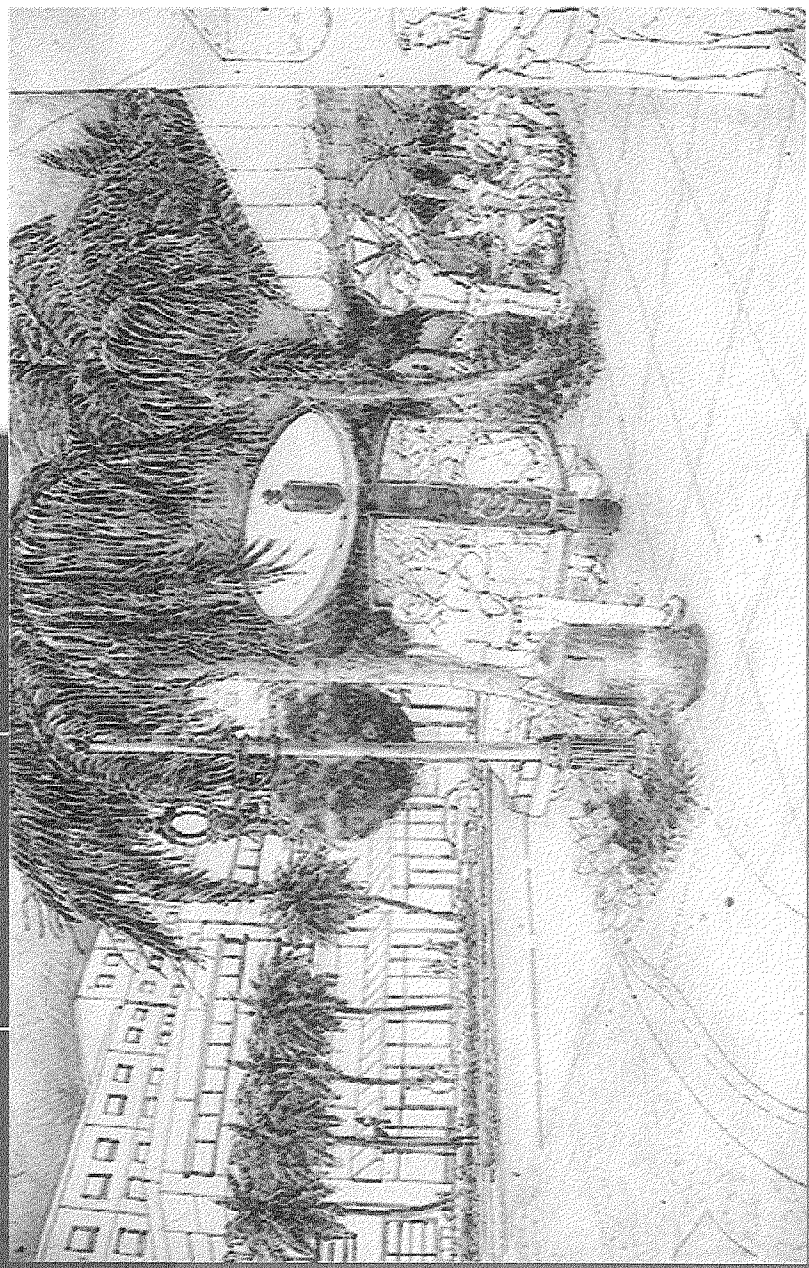


\* Artist rendering; actual construction may vary.



4014F225 CDR

# Corner of 15th Street



\* Artist rendering; actual construction may vary.

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE AWARD OF A CONTRACT TO THE FIRM OF WIDELL, INC., IN THE AMOUNT OF \$17,352,615, FOR COMPLETION OF THE WATER AND WASTE WATER PUMP STATION UPGRADES PROJECT (BID NO. 99-97/98), PURSUANT TO THE ACTION(S) DELEGATED BY THE CITY COMMISSION TO THE CITY MANAGER AND/OR HIS DESIGNEE PURSUANT TO RESOLUTION NO. 2002-24924; AND FURTHER RATIFYING RESOLUTION NO. 2002-24924 AND HEREIN RE-AFFIRMING THE ACTIONS TAKEN BY THE CITY MANAGER AND/OR HIS DESIGNEE, PURSUANT THERETO, AS PROPERLY WITHIN THE CITY MANAGER'S AUTHORITY, AS DELEGATED TO HIM BY THE CITY COMMISSION PURSUANT TO SAID RESOLUTION, INCLUDING, BUT NOT LIMITED TO SUBSEQUENT ACTIONS TAKEN REGARDING THE CITY'S CONTRACT WITH FEI, INCLUDING BUT NOT LIMITED TO ANY AND ALL ACTIONS RELATED TO FEI'S DEFAULT UNDER THE CONTRACT; INVOKING THE PERFORMANCE BOND UNDER THE CONTRACT; ANY AND ALL RELATED DISCUSSIONS WITH THE SURETY, UNITED STATES FIDELITY AND GUARANTY COMPANY FOR PURPOSES OF ENFORCEMENT OF THE TERMS AND CONDITIONS OF THE BOND; SELECTION OF THE REPLACEMENT CONTRACTOR, WIDELL, INC.; AND ANY OTHER SIMILAR OR RELATED ACTIONS.

**WHEREAS**, on February 1999, Resolution No. 99-23061 awarded a contract to Felix Equities, Inc. (FEI or Contractor) in the amount of \$17,692,568.00, pursuant to Bid No. 99-97/98 for the Water and Waste Water Pump Station Upgrades in the City of Miami Beach (Project) (the Contract); and

**WHEREAS**, since the commencement of construction of the Project, several delays related to coordination of unforeseen conditions, omissions and deletions occurred; and

**WHEREAS**, even though the above noted delays affected timing for some activities on the Project, FEI began having difficulty maintaining enough cash flow on the Project to pay its sub-contractors and suppliers within eight (8) months of Project commencement, despite full and timely payment by the City for work completed; and

**WHEREAS**, on May 21, 2001, FEI submitted a Request for Equitable Adjustment (1<sup>st</sup> REA) to the City's consulting engineer, Camp Dresser & McKee, Inc. (CDM), for approximately \$1.7 million, representing increased costs FEI attributed to delays

Agenda Item R7J  
Date 1-14-04

associated with the issues referenced above; and

**WHEREAS**, repeated City requests for FEI to submit specific documentation to support the 1<sup>st</sup> REA were not provided to allow an analysis by CDM or City staff and, without this information, the City could not evaluate the Contractor's 1<sup>st</sup> REA; and

**WHEREAS**, CDM and City staff actively addressed alternatives to enable FEI to proceed with construction without further delays, including discussions to set out a plan to resolve outstanding issues, and to persuade FEI to immediately bring the major subcontractors back to work; produce a realistic recovery schedule to advance the Project's critical path; and to provide sufficient skilled labor and equipment to prosecute the work in a timely manner; and

**WHEREAS**, the City's Capital Improvement Projects Office Director (Director), acting as the City Manager's designee on behalf of the City, as a measure of good faith, did offer additional time and money to FEI to resolve the 1<sup>st</sup> REA for those areas that the City staff believed were supported by the information submitted by FEI, unfortunately, these discussions did not yield positive results; and

**WHEREAS**, for several months, FEI continued to fall seriously behind schedule and did not appear to have a plan of action to correct the situation, and the ever-dwindling level of manpower assigned to the Project by FEI mirrored the lack of progress; and

**WHEREAS**, several of FEI's subcontractors on the Project notified the City of FEI's failure to pay them, and that they had therefore stopped work and/or refused to provide FEI with release of liens; and

**WHEREAS**, FEI's surety, United States Fidelity and Guaranty Company (USF&G) also refused to provide the consent of surety to pay FEI so it could pay certain subcontractors; USF&G also refused to pay the sub-contractors in accordance with its payment bond, which further exacerbated the situation; and

**WHEREAS**, the critical path ran through the electrical and mechanical subcontractors, and the electrical subcontractor for several months severely reduced the number of its employees on site to well below what was needed to make effective progress, and the mechanical contractor apparently left the Project entirely; and

**WHEREAS**, both the electrical and mechanical subcontractors indicated that their lack of responsiveness on the Project was due to non-payment by FEI; and

**WHEREAS**, because of the lack of progress by the electrical and mechanical subcontractors, the critical path of the Project did not advance for nearly four months, and at the reduced manpower levels, extensive additional delays were anticipated which contributed to inexcusable delays in the time to complete the Contract; and



**WHEREAS**, the lack of adequate manpower to advance the Project resulted in the effective abandonment of the Project by FEI; and

**WHEREAS**, FEI filed a second Request for Equitable Adjustment (2<sup>nd</sup> REA), in the amount of \$1.4 million, in May 2002, bringing the total REA claims submitted by FEI to \$3.1 million; and

**WHEREAS**, similar to the 1<sup>st</sup> REA, the 2<sup>nd</sup> REA did not include the documentation to support the Contractor's 2<sup>nd</sup> REA; and

**WHEREAS**, as FEI continued to fail in proceeding properly, the Director, acting as the "City Engineer", pursuant to Article 8.8 of the Contract, on June 7, 2002, sent FEI a Notice of Default, and provided FEI ten (10) days to correct the default; and

**WHEREAS**, subsequently, on July 10, 2002, and pursuant to Article 8.8 of the City's Contract, the Director, prepared or caused to be prepared a Commission Memorandum and Resolution No. 2002-24924, providing written certification of FEI's default and recommending that the City Commission remove the prosecution of work from FEI, and further authorizing the City Manager, or his designee, to prosecute the remainder of the work; the City Commission approved this request on that date, through Resolution No. 2002-24924; and

**WHEREAS**, Resolution No. 2002-24924, also declared an emergency situation and waived formal competitive bidding requirements for the Project, providing the City Manager or his designee with the necessary authority to procure a new contractor, who could successfully complete the Project; and

**WHEREAS**, notwithstanding the authority granted to it pursuant to Resolution No. 2002-24924, the City Manager, through staff, initiated a modified bid process in choosing a replacement contractor by requesting proposals from three replacement contractors, some who had done business with the City previously, and others who were recommended by CDM as providing superior work on previous projects; and

**WHEREAS**, the emphasis on the selection of a replacement contractor was on qualifications, so that the City could contract with a contractor who specialized in the type of work contemplated in the Project, and who could demonstrate a track record of success; it was also deemed preferable to have a contractor that had stepped in and completed contracts as a replacement contractor in the past; and

**WHEREAS**, on July 9, 2002, Linc Net and its affiliates, including FEI, filed a bankruptcy petition under Chapter 11 Bankruptcy Code (the "Bankruptcy Filing") and an automatic stay was placed on the Contract; and

**WHEREAS**, the Bankruptcy Filing limited what action the City could take regarding FEI, and the Contract; and

**WHEREAS**, after the Bankruptcy Filing, FEI and USF&G, requested a meeting with the City to discuss potential settlement options, but these initial discussions did not produce a settlement that met the interests of all parties; and

**WHEREAS**, as a result of FEI's default under the Contract, the City, through the delegation of powers granted the City Manager pursuant to Resolution No. 2002-24924, properly invoked the Performance Bond on the Project (provided by USF&G in August 2002), but USF&G declined to honor said Performance Bond, based on the Bankruptcy Filing; and

**WHEREAS**, subsequent demands and settlement discussions continued throughout the balance of 2002 and into 2003; and

**WHEREAS**, to date, the City has been unable to negotiate an acceptable settlement with FEI and USF&G, and many of these issues have become a source of current litigation; and

**WHEREAS**, due to the continued deterioration of the pump stations, the Director, acting as the City Manager's designee, determined in late 2002 that it was not in the City's best interest to continue to wait for the conclusion of the FEI/USF&G issues noted above before continuing the Project, and therefore, decided to complete the previously approved informal bid process to secure a replacement contractor; and

**WHEREAS**, on June 10, 2003, (the deadline for bids pursuant to the modified bid process for a replacement contractor), bids were received by the City's Procurement Division; and

**WHEREAS**, on July 2, 2003, the Bankruptcy Court presiding over FEI's bankruptcy case, granted the City relief from the automatic stay imposed by 11 U.S.C. Section 362, to take the necessary steps to complete the Project and to the extent relief was necessary, relief to exercise any and all of its rights against USF&G; and

**WHEREAS**, only one contractor was deemed qualified and responsive; City staff decided to proceed with negotiations with Widell, Inc., whose initial bid was in the amount of \$20,970,000; and

**WHEREAS**, City staff entered into long and very detailed negotiations with Widell, Inc., wherein City staff and CDM, as well as personnel from Widell, evaluated every item in the bid proposal; reviewed carefully the established scope; and reviewed the documents submitted for bid, etc.; in the end, the parties agreed upon a final cost to complete the Project of \$17,352,615; and

**WHEREAS**, work will include furnishing and installing all necessary materials, equipment, supplies and associated work including labor, excavation, etc. to complete the major renovation of twelve (12) dry pit waste water pump stations; four (4) water pump stations; six (6) electrical/generator buildings; a new system-wide process instrumentation

and control system; and the replacement of eleven (11) submersible waste water pump stations; and

**WHEREAS**, at this time, the conditions of some of the pump stations are in emergency status; the equipment installation that FEI was providing was never completed and the pump stations are still working with extremely outdated and damaged equipment installed almost 30 years ago; and

**WHEREAS**, immediate action is required to proceed with the upgrades to provide the City's citizens, including residents and visitors, with a system comparable with the progress of the City; and

**WHEREAS**, funding, in the amount of \$13,659,893.83, from Water and Sewer Bond – Series I, is appropriated and available for use on the Project; a portion of which is the balance of FEI's Contract amount; and

**WHEREAS**, additional funding, in the amounts of \$1,173,063.00 and \$15,393.71, are available for use on the Project from City Center and South Pointe Redevelopment Area tax increment funds, respectively, and shall be appropriated by separate action; and

**WHEREAS**, funding, in the amount of \$4,862,562.00, from the Water & Sewer Bond – Series I (Fund 426), has been appropriated for use on the South Pointe Wastewater Master Booster Pump Station Project, which is in the design phase, but can be replaced by South Pointe Redevelopment Area tax increment funds; and

**WHEREAS**, with the adoption of this Resolution, \$4,862,562.00 from the Water & Sewer Bond – Series I (Fund 426), that had been appropriated for use on the South Pointe Wastewater Master Booster Pump Station Project, will be reallocated to the Water and Wastewater Pump Station Upgrades Project; the South Pointe Wastewater Master Booster Pump Station Project will be funded by South Pointe Redevelopment Area tax increment funds; and

**WHEREAS**, these funds will be used to fund the construction costs for Widell, Inc.; a new contingency on the Project; additional services for CDM to complete the construction administration and field oversight (which is sought to be awarded in an accompanying resolution); and additional Project management fees for the CIP Office; and

**NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission herein approve the award of a contract to the firm of Widell, Inc., in the amount of \$17,352,615, for completion of the Water and Waste/Water Pump Station Upgrades Project (Bid No. 99-97/98), pursuant to the action(s) delegated by the City Commission to the City Manager and/or his designee pursuant to Resolution No. 2002-24924; and further ratifying Resolution No. 2002-24924, and herein re-affirming the actions taken by the City Manager and/or his designee pursuant thereto as properly within the City Manager's authority, as delegated pursuant to said Resolution No. 2002-24924, including,

but not limited to subsequent actions taken regarding the City's Contract with FEI, and the Surety, United States Fidelity and Guaranty Company, including, but not limited to default actions; invoking of performance bonds; selection of the replacement contractor, Widell, Inc.; and any other similar or related actions.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.**


ATTEST:


\_\_\_\_\_  
CITY CLERK


\_\_\_\_\_  
MAYOR

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Date



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH CAMP, DRESSER AND MCKEE (CDM) TO PROVIDE ENGINEERING SERVICES FOR UPGRADING WATER AND SEWER PUMPING STATIONS; SAID AMENDMENT PROVIDING FOR CONSTRUCTION ADMINISTRATION AND FIELD OVERSIGHT SERVICES FOR THE WATER AND WASTE WATER PUMP STATIONS UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED \$500,000.**

**WHEREAS**, on July 8, 1992, the Mayor and City Commission approved Resolution No. 92-20540, authorizing the Mayor and City Clerk to execute an Agreement between the City and Camp, Dresser and McKee, Inc. (CDM) to provide engineering services for upgrading sewer and water pumping stations (Agreement); and

**WHEREAS**, because of CDM's familiarity and expertise with the City's sanitary sewer system, the City has, in past years, amended the Agreement to provide additional professional engineering services to the City; and

**WHEREAS**, CDM has served as the engineering consultant on the Water and Wastewater Pump Stations Upgrade Project (Project); and

**WHEREAS**, on February 1999, Resolution No. 99-23061, awarded a \$17,692,568.00 contract to Felix Equities, Inc. (FEI), pursuant to Bid No. 99-97/98, for the Project; and

**WHEREAS**, since the commencement of construction, several delays related to coordination of unforeseen conditions, omissions and deletions occurred; and

**WHEREAS**, due to many issues with the performance of FEI on the project, on July 10, 2002, and pursuant to Article 8.8 of the City's contract with FEI, the Administration recommended that the City Commission remove the prosecution of work from FEI and authorize the City Manager, or his designee, to prosecute the remainder of the work; and

**WHEREAS**, the City Commission approved this request on that date, through Resolution No. 2002-24924; and

**WHEREAS**, Resolution No. 2002-24924, also declared an emergency situation and waived formal competitive bidding requirements for the Project, providing the City Manager the necessary tools to procure a replacement contractor, who could successfully complete the Project; and

**WHEREAS**, on June 10, 2003, the deadline for bids pursuant to a modified bid process for a replacement contractor, bids were received by the City's Procurement Division; and

**WHEREAS**, only one contractor was deemed qualified and responsive, and the City decided to proceed with negotiations with Widell, Inc, whose initial bid was in the amount of \$20,970,000; and

**WHEREAS**, the City entered into long and very detailed negotiations with Widell, wherein CIP staff and CDM, as well as personnel from Widell, evaluated every item in the bid proposal; reviewed carefully the established scope; and reviewed the documents submitted for bid, etc.; in the end, the parties have agreed upon a final cost to complete the Project of \$17,352,615; and

**WHEREAS**, work will include furnishing and installing all necessary materials, equipment, supplies and associated work including labor, excavation, etc. to complete the major renovation of twelve (12) dry pit waste water pump stations; four (4) water pump stations; six (6) electrical/generator buildings; a new system-wide process instrumentation and control system; and the replacement of eleven (11) submersible waste water pump stations; and

**WHEREAS**, additional services for CDM to perform construction administration and Field Oversight services are needed for the completion of the Project; and

**WHEREAS**, the Administration recommends an amendment to the Agreement with CDM, for the additional services, in an amount not to exceed \$500,000; and

**WHEREAS**, notwithstanding the aforesaid, the proposal the City received from CDM is higher than this amount, but the City and CDM have not yet begun negotiations regarding the scope and amount of the fee; and

**WHEREAS**, if the City cannot negotiate a fee of \$500,000 or less, an item may be brought to the City Commission at a later date for additional funds; and

**WHEREAS**, by amending the Agreement amount now, continuity of services is guaranteed so construction can begin without having fully negotiated the final amount.

**NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission approve an Amendment to the Agreement with Camp, Dresser and McKee (CDM) to provide engineering services for upgrading water and sewer pumping stations; said Amendment providing for construction administration and field oversight services for the Water and Waste Water Pump Stations Upgrades Project, in an amount not to exceed \$500,000.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.**


**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

1-9-04  
Date

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY RATIFYING THE AWARD OF A CONTRACT TO THE FIRM OF WIDELL, INC., IN THE AMOUNT OF \$17,352,615, FOR COMPLETION OF THE WATER AND WASTE WATER PUMP STATION UPGRADES PROJECT (BID NO. 99-97/98), PURSUANT TO THE ACTION(S) DELEGATED TO THE CITY MANAGER AND/OR HIS DESIGNEE PURSUANT TO RESOLUTION NO. 2002-24924; AND APPROPRIATING FUNDS, IN THE AMOUNT OF \$1,218,956.71, AS FOLLOWS, TO FULLY FUND THE PROJECT CONSTRUCTION COST; ADDITIONAL SERVICES FOR CONSTRUCTION ADMINISTRATION AND FIELD OVERSIGHT SERVICES TO CAMP, DRESSER & MCKEE (CDM); PROJECT CONTINGENCY; AND PROJECT MANAGEMENT FEES: \$1,173,063.00 FROM CITY CENTER REDEVELOPMENT AREA TAX INCREMENT FUNDS, AND \$15,893.71 FROM SOUTH POINTE REDEVELOPMENT AREA TAX INCREMENT FUNDS, RESPECTIVELY.**

**WHEREAS**, on February 1999, Resolution No. 99-23061 awarded a contract to Felix Equities, Inc. (FEI or Contractor) in the amount of \$17,692,568.00, pursuant to Bid No. 99-97/98 for the Water and Waste Water Pump Station Upgrades in the City of Miami Beach (Project) (the Contract); and

**WHEREAS**, since the commencement of construction, several delays related to coordination of unforeseen conditions, omissions and deletions occurred; and

**WHEREAS**, on May 21, 2001, FEI submitted a Request for Equitable Adjustment (REA) to the City's consulting engineer, Camp Dresser & McKee, Inc. (CDM), for approximately \$1.7 million, representing increased costs the Contractor attributed to delays associated with the issues referenced above; and

**WHEREAS**, repeated City requests for FEI to submit specific documentation to support the REA were not provided in sufficient detail to allow a thorough analysis by CDM or City staff and, without this information, the City could not evaluate the Contractor's REA; and

**WHEREAS**, the City's Project team actively addressed alternatives to encourage FEI to proceed with construction without further delays, including discussions to set out a plan to resolve outstanding claims issues, and to persuade FEI to immediately bring the major subcontractors back to work; produce a realistic recovery schedule to advance the

Agenda Item 3C  
Date 1-14-04

Project's critical path; and to provide sufficient skilled labor and equipment to prosecute the work in a timely manner; and

**WHEREAS**, the City Administration, as a measure of good faith, did offer additional time and money to resolve the outstanding REA for those areas that it felt could be supported by the information it had but, unfortunately, these discussions did not yield positive results; and

**WHEREAS**, for several months, FEI continued to fall seriously behind schedule and did not appear to have a plan of action to correct the situation, and the ever-dwindling level of manpower assigned to the Project mirrored the lack of progress; and

**WHEREAS**, several of FEI's subcontractors on the Project notified the City of FEI's failure to pay them, and that they had therefore stopped work and/or refused to provide FEI with release of liens; and

**WHEREAS**, in this phase of the Contract, the critical path ran through the electrical and mechanical subcontractors, and the electrical subcontractor for several months severely reduced the number of its employees on site to well below what was needed to make effective progress, and the mechanical contractor apparently left the Project entirely; and

**WHEREAS**, both the electrical and mechanical subcontractors indicated that their lack of responsiveness on the Project was due to non-payment by FEI; and

**WHEREAS**, because of the lack of progress of the two major subcontractors, the critical path did not advance for nearly four months, and at those manpower levels, extensive additional delays were anticipated which contributed to inexcusable delays in the Contract time; and

**WHEREAS**, the lack of adequate manpower to advance the Project resulted in the effective abandonment of the Project by FEI; and

**WHEREAS**, FEI did, however, file a second Request for Equitable Adjustment (REA), in the amount of \$1.4 million, in May 2002, bringing the total REA claim by FEI to \$3.1 million; and

**WHEREAS**, similar to the first REA, this second REA did not include sufficient detail to support the Contractor's request for additional dollars; and

**WHEREAS**, as FEI continued in its failure to properly staff the job, the City Administration, on June 7, 2002, sent FEI a Notice of Default, due to the lack of progress in the Project, and provided FEI ten (10) days to correct the lack of progress issues; and

**WHEREAS**, upon FEI's failure to properly remedy its lack of progress, the City Administration certified FEI in default on June 18, 2002; and

**WHEREAS**, subsequently, on July 10, 2002, and pursuant to Article 8.8 of the City's Contract with FEI, the Administration recommended that the City Commission remove the prosecution of work from FEI, and further authorized the City Manager, or his designee, to prosecute the remainder of the work; the City Commission approved this request on that date, through Resolution No. 2002-24924; and

**WHEREAS**, Resolution No. 2002-24924, also declared an emergency situation and waived formal competitive bidding requirements for the Project, providing the City Manager the necessary tools to procure a new contractor, who could successfully complete the Project; and

**WHEREAS**, notwithstanding the authority granted to it pursuant to Resolution No. 2002-24924, the Administration did follow a modified bid process in choosing a replacement contractor by requesting proposals from three replacement contractors, some who had done business with the City previously, and others who were recommended by the Project designer as providing superior work on previous projects; and

**WHEREAS**, the emphasis on the selection of a replacement contractor was on qualifications, so that the City could contract with a contractor who specialized in the type of work contemplated in the Project, and one who could demonstrate a track record of success; it was also deemed preferable to have a contractor that had stepped in and completed contracts as a replacement contractor in the past; and

**WHEREAS**, on July 9, 2002, the day before the City Commission action taken in Resolution No. 2002-24924, Linc Net, the parent company of FEI, filed for bankruptcy and an automatic stay was placed on the FEI Contract; and

**WHEREAS**, this action precluded the City from implementing any action regarding FEI, and FEI's Contract without obtaining Bankruptcy Court approval; and

**WHEREAS**, at approximately the same time, FEI and its surety company, United States Fidelity and Guaranty Company (USF&G), requested a meeting with the City to discuss potential settlement options, but these initial discussions did not produce a settlement that met the interests of all parties; and

**WHEREAS**, as a result of FEI's default under the Contract, the City, through the delegation of powers granted the City Manager pursuant to Resolution No. 2002-24924, properly invoked the Performance Bond on the Project (provided by USF&G in August 2002), but USF&G declined to honor said Performance Bond, based on the bankruptcy of FEI; and

**WHEREAS**, subsequent demands and settlement discussions continued throughout the balance of 2002 and into 2003; and

**WHEREAS**, to date, the City Administration and City Attorney have been unable to

negotiate an acceptable settlement, and many of these issues have become a source of current litigation; and

**WHEREAS**, due to the continued deterioration of the pump stations, the City Administration decided in late 2002 that it was not in the City's interest to continue to wait for the conclusion of the FEI/United States Fidelity and Guaranty Company surety issues noted above before continuing the Project and therefore, the Administration decided to complete the previously approved informal bid process to secure a replacement contractor; and

**WHEREAS**, on June 10, 2003, (the deadline for bids pursuant to the modified bid process for a replacement contractor), bids were received by the City's Procurement Division; and

**WHEREAS**, only one contractor was deemed qualified and responsive; the City decided to proceed with negotiations with Widell, Inc., whose initial bid was in the amount of \$20,970,000; and

**WHEREAS**, the City entered into long and very detailed negotiations with Widell, Inc., wherein CIP staff and CDM, as well as personnel from Widell, evaluated every item in the bid proposal; reviewed carefully the established scope; and reviewed the documents submitted for bid, etc.; in the end, the parties agreed upon a final cost to complete the Project of \$17,352,615; and

**WHEREAS**, work will include furnishing and installing all necessary materials, equipment, supplies and associated work including labor, excavation, etc. to complete the major renovation of twelve (12) dry pit waste water pump stations; four (4) water pump stations; six (6) electrical/generator buildings; a new system-wide process instrumentation and control system; and the replacement of eleven (11) submersible waste water pump stations; and

**WHEREAS**, at this time, the conditions of some of the pump stations are in emergency status; the equipment installations that FEI was providing was never completed and the pump stations are still working with extremely outdated and damaged equipment installed almost 30 years ago; and

**WHEREAS**, the City is required to act at once and proceed with the upgrades to provide its citizens, including residents and visitors, with a system comparable with the progress of the City of Miami Beach; and

**WHEREAS**, funding, in the amount of \$13,659,893.83, from Water and Sewer Bond – Series I, is appropriated and available for use on this Project; a portion of which is the balance of FEI's Contract amount; and

**WHEREAS**, additional funding in the amounts of \$1,173,063.00 and \$15,393.71 are available for use on this Project from the City Center and South Point Redevelopment Area

tax increment funds, respectively; and shall be appropriated by separate action; and

**WHEREAS**, funding, in the amount of \$4,862,562.00, from the Water & Sewer Bond – Series I (Fund 426), has been appropriated for use on the South Pointe Wastewater Master Booster Pump Station Project, which is in the design phase, but can be replaced by South Pointe Redevelopment Area tax increment funds; and

**WHEREAS**, with the adoption of this Resolution, \$4,862,562.00 from the Water & Sewer Bond – Series I (Fund 426), that had been appropriated for use on the South Pointe Wastewater Master Booster Pump Station Project, will be reallocated to the Water and Wastewater Pump Station Upgrades Project; the South Pointe Wastewater Master Booster Pump Station Project will be funded by South Pointe Redevelopment Area tax increment funds; and

**WHEREAS**, these funds will be used to fund the construction costs for Widell, Inc.; a new contingency on the Project; additional services for CDM to complete the construction administration and field oversight (which is sought to be awarded in an accompanying resolution); and additional Project management fees for the CIP Office; and

**WHEREAS**, accordingly, the Administration recommends the ratification of award of a construction contract to the replacement contractor, Widell, Inc., for the Water and Waste Water Pump Stations Upgrade Project, in the amount of \$17,352,615, and the requisite appropriation of funds to fully fund the project.

**NOW, THEREFORE BE IT DULY RESOLVED BY THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY**, that the Chairman and members of the Miami Beach Redevelopment Agency ratify the award of a construction contract to the replacement contractor, Widell, Inc. for the Water and Waste Water Pump Stations Upgrade Project, in the amount of \$17,352,615; and appropriate funding in the amounts of \$1,173,063.00 and \$15,393.71 for use on this Project from the City Center and South Point Redevelopment Area tax increment funds, respectively, to fully fund the construction and related Project costs.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CHAIRMAN

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

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\_\_\_\_\_  
Redevelopment Agency  
General Counsel

1-9-04  
\_\_\_\_\_  
Date

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